

**SECTION I: PUBLIC INFORMATION
(QUESTIONS 1 THROUGH 47)**

Personal Information

1. **Full Name:** Anat Rachel Levy
2. **Have you ever used or been known by any other legal name?** No.
If so, state name and reason for the name change N/A
3. **Work Address:** 5841 E. Charleston Blvd., #230, Las Vegas, NV 89142
4. **How long have you been a continuous resident of Nevada?** 4.5 years
5. **Age:** 52 (NRS 3.060 states that a district judge must be at least 25 years old.)

Employment History

6. **Using the format provided in Attachment "A" please start with your current employment or most recent employment, self-employment, and periods of unemployment for the 20 years immediately preceding the filing of this Application.**

Current or Last Employer: Anat Levy & Associates, P.C.

Phone Number: Levy's cell phone: (310) 621-1199

Address: NV: 5841 E. Charleston Blvd., #230, Las Vegas, NV 89110
CA: 8840 Wilshire Blvd., 3rd Floor, Beverly Hills, CA 90211

From: 9/2000 **To:** Present

Supervisor's Name: Anat Levy (own law firm)

Supervisor's Job Title: Principal Attorney

Your Title: Attorney/President

Specific Duties:

Handle all aspects of litigation for businesses, motion picture related entities and consumers, including complex class action litigation. Was lead counsel on 4 complex class actions involving tens of millions of dollars.

Handle all aspects of negotiating and drafting business transactional work for motion picture development, production and distribution, including music licensing and intellectual property issues. Also handle negotiating and drafting business agreements, including setting up

companies, drafting partnership and joint venture agreements, consultant and employment agreements, sales agency agreements, etc.

Reason for Leaving: Did not leave.

___ **I request that you do not contact my present employer**

Previous Employer: Paramount Pictures Corporation

Phone Number: (323) 956-5000

Address: 5555 Melrose Ave., Hollywood, CA 90038

From: 4/1991 **To:** 9/2000

Supervisor's Name: Leslie Brown, Esq.

Supervisor's Job Title: VP, Home Entertainment, Business & Legal Affairs

Your Title: Exec. Director, Home Entertainment Business & Legal Affairs, and Worldwide Anti-Piracy Operations

Specific Duties:

Negotiated and drafted co-promotion, video revenue sharing, marketing and publicity agreements, advised home video executives on a broad range of distribution and production issues;

Represented Paramount on the Motion Picture Association's Anti-Piracy Litigation Committee supervising copyright infringement litigation worldwide;

Represented Paramount on the cross-industry Content Protection Group which consisted of 85% of the world's entertainment content providers, computer software industry (e.g., Intel) and the entertainment hardware industry (e.g., Toshiba, Sony, etc.) in negotiating and developing standards for securing content when distributed in digital media and working with the studio to adopt digital standards;

Provided input to Paramount's Washington D.C. office on legislative and regulatory matters, including during in the drafting and passage of the Digital Millennium Copyright Act;

Supervised the collection of international video and private copy levies from international collection societies worldwide, collecting millions in revenues for the studio.

Reason for Leaving: To start my own firm.

___ **I request that you do not contact my present employer**

Previous Employer: Katten Muchin Zavis & Weitzman

Phone Number: (310) 788-4400

Address: 2029 Century Park East, 26th Floor, Los Angeles, CA 90067

From: 12/1990 **To:** 4/1991 (this firm absorbed lawyers from the Wyman Bautzer firm after the Wyman Bautzer firm's dissolution; I was one of those lawyers.)

Supervisor's Name: Karen Randall, Esq., who later left to become General Counsel of Universal Studios.

Supervisor's Job Title: Managing Partner

Your Title: Associate

Specific Duties: Handled general business and insurance issues.

Reason for Leaving: To work in house at Paramount Pictures Corporation.

___ **I request that you do not contact my present employer**

Previous Employer: Wyman Bautzer Kuchel & Silbert

Phone Number: Dissolved

Address: 2049 Century Park East, 14th Floor, Los Angeles, CA 90067

From: 6/1987 **To:** 12/1990

Supervisor's Name: Christina Snyder, Esq., now a District Court Judge in Los Angeles; also worked with Mark Gershenson, Esq., Alan Croll, Esq., Eve Triffo, Esq., Larry Steinberg, Esq.

Supervisor's Job Title: Partners

Your Title: Associate

Specific Duties: Handled all aspects of business and entertainment litigation.

Reason for Leaving: Firm dissolved and was partially absorbed by the Katten Muchin firm.

___ **I request that you do not contact my present employer**

Previous Employer: Parkinson Wolf Lazar & Leo

Phone Number: Dissolved

Address: 1900 Avenue of the Stars, Los Angeles, CA 90067

From: 6/1986 **To:** 9/1987

Supervisor's Name: Maria Rodriguez, Esq.

Supervisor's Job Title: Partner

Your Title: Associate

Specific Duties: Handled discovery and motions in business litigation.

Reason for Leaving: The firm was not doing well financially and I received an unsolicited offer from the Wyman Bautzer firm, which was doing more of the type of work I wanted. The Parkinson Wolf firm dissolved shortly after I left.

___ I request that you do not contact my present employer

Educational Background

7. List names and addresses of high schools, colleges and graduate schools (other than law school) attended; dates of attendance; certificates or degrees awarded; reason for leaving.

University of California, Berkeley; 1981-1983; A.B. Political Science; left because I graduated.
Sproul Hall, Berkeley, CA 94720-5800

College of San Mateo, CA (Jr. College); 1979-1981; no degree; finished coursework to go to U.C.
1700 W. Hillsdale Blvd., San Mateo, CA 94402

Aragon High School, CA; 1976-1979; High School Diploma; graduated early to start college.
900 Alameda De Las Pulgas, San Mateo, CA 94402

8. Describe significant high school and college activities including extracurricular activities, positions of leadership, special projects that contributed to the learning experience.

College:

- Dean's List, 3.62 GPA (UC Berkeley does not give Latin honors such as cum laude.)
 - Berkeley Own Recognizance Program: Attended bail hearings; prepared recommendations for attorneys and courts on whether a defendant should be out on his/her own recognizance.
 - Berkeley Renter's Assistance Program for Students: Worked on a manual that gave guidance to student renters on their legal rights as tenants and how to be good tenants.
 - CalPIRG – California Public Interest Research Group: Went door to door surveying and
- Application Deadline: 5:00 p.m. Wednesday, January 28, 2015

discussing environmental and public interest issues with the public.

- Worked full time while attending first two years of college full time at CSM; then worked part time while attending U.C. Berkeley full time.

High School:

- Cofounder of Disco Drill Team which performed at high school sports events.
- Taught P.E. dance classes with teacher.
- Started and taught dance exercise class at neighborhood recreation center.
- Took many extracurricular courses in dance, music, singing, karate.
- Worked part-time throughout high school in fast food, cleaning homes, caring for children. Jobs included working at Taco Bell; waitressing at Denny's during Friday and Saturday night graveyard shifts, and being a store clerk at Hastings clothing store from 5pm to 9pm daily.

9. List names and addresses of law schools attended; degree and date awarded; your rank in your graduating class; if more than one law school attended, explain reason for change.

University of California, Los Angeles, School of Law;
Box 951476, Los Angeles, CA 90095-1476;
JD 1986;
B Average; the law school does not give rankings.

10. Indicate whether you were employed during law school, whether the employment was full-time or part-time, the nature of your employment, the name(s) of your employer(s), and dates of employment.

For the first time since I was 13 years old, I was able, with more student loans, to forego having to take a paying job while in school. This enabled me to work full time on an extern basis for Judge Stephen Reinhardt of the Ninth Circuit Court of Appeals for one semester. I also volunteered part-time for one semester with Bet Tzedek Legal Services (legal aid) where I wrote briefs and worked with clients on tenant-landlord issues and social security disability issues.

11. Describe significant law school activities including offices held, other leadership positions, and clinics participated in, extracurricular activities.

Externed for Judge Stephen Reinhardt, Ninth Circuit Court of Appeals: Prepared bench memos and briefed the judge on pending cases.

Interned for Bet Tzedek Legal Services: Assisted low income clients who had legal problems getting Social Security benefits or who had legal issues with their landlord. Handled two trials before a Social Security administrative judge.

Named 1986 Best Third Year Advocate, Moot Court Honors Program

Member of Entertainment Law Society

Member of Phi Alpha Delta legal fraternity

Law Practice

12. State the year you were admitted to the Nevada Bar. 2011

13. Name states (other than Nevada) where you are or were admitted to practice law and your year of admission. California, 1987

14. Have you ever been suspended, disbarred, or voluntarily resigned from the practice of law in Nevada or any other state? No. If so, describe the circumstance, dates, and locations. N/A

15. Estimate what percentage of your work over the last 5 years has involved litigation matters, distinguishing between trial and appellate courts. For judges, answer questions 16-20 for the 5 years directly preceding your appointment or election to the bench.

50% of my practice involves arbitration and non-appellate litigation matters and 50% involves civil transactional matters.

16. Estimate percentage of time spent on (1) domestic/family and juvenile law matters, (2) civil litigation, (3) criminal matters, and (4) administrative litigation.

My present practice focuses 100% on civil business and entertainment litigation and transactional matters. During my career, however, I served for 11 years (from 1998 to 2009) as a pro-tem judge in Los Angeles Superior Court judging criminal infraction and traffic trials and presiding over criminal arraignments. I have also consulted with clients on more serious criminal matters though have not been lead counsel on those cases. I have handled 4 family/divorce/custody matters (including my own), 1 probate matter (in which I am still Executor and attorney), handled 1 administrative case before the California Franchise Tax Board, 1 administrative case before the Labor Commission, and before becoming a lawyer, I handled 2 trials before a Social Security Administrative judge.

17. In the past 5 years, what percentage of your litigation matters involved cases set for jury trials vs. non-jury trials?

In my law firm practice 95% of my litigation matters have been set for jury trials, and 5% have been set for arbitration. I have also handled thousands of non-jury cases as an Pro-Tem judge and Arbitrator/Mediator for the Los Angeles Superior Court (from 1998 to 2009), Arbitrator and Mediator for the Independent Film & Television Alliance (from 2001 to present), and for the Beverly Hills Bar Association (from 2001 to 2010).

18. Give the approximate number of jury cases tried to a conclusion during the past 5 years with you as lead counsel. Give the approximate number of non-jury cases tried to a decision in the same period.

In the past five years, I have handled 23 arbitration cases as the Arbitrator, 9 of which settled prior to arbitration. The rest went to trial. During that time, I also had 2 litigation cases in which I represented clients and the rest of my work has been either pre-litigation with negotiated settlements, or transactional in nature. The 2 litigation cases were set for jury trials and settled prior to trial.

19. List courts and counties in any state where you have practiced in the past 5 years.

Superior Court, Los Angeles County, CA

Superior Court, Orange County, CA

Superior Court, San Mateo County, CA

Superior Court, Santa Barbara County, California

Superior Court, Riverside County, California

Superior Court, Yakima County, State of Washington (pro hac vice)

Federal District Court, Central District, CA

Federal District Court, Eastern District, CA

U.S. Bankruptcy Court, Santa Ana, California

Judicial Court, Clark County, NV (not counsel of record)

20. List by case name and date the five cases of most significance to you (not including cases pending in which you have been involved), and list or describe:

- a. case name and date,
- b. court and presiding judge and all counsel
- c. the importance of each case to you and the impact of each case on you,
- d. your role in the case.

1. Bistro Executive, Inc., et. al. v. Rewards Network, et. al., Case #: CV04-4640 CBM

Court: District Court of California, Central District

Judge: Hon. Consuelo B. Marshall (then-presiding judge)

Co-counsels:

Anat Levy & Associates, P.C.

Anat Levy, Esq.

Quinn Emanuel Urquhart Oliver & Hedges,
LLP

Kenneth R. Chiate, Esq.

Daniel L. Brockett, Esq.

Anthony P. Alden, Esq.

Opposing counsels:

Stroock & Stroock & Lavan LLP

Julia B. Strickland, Esq.

Scott M. Pearson, Esq.

Daniel A. Rozansky, Esq.

Importance of the case: This was a case of first impression. It was a complex class action and the first case that challenged a burgeoning industry of alternative lending practices that we argued violated constitutional usury laws, and state finance lending and unfair competition laws. In this case, the defendant entered into an elaborate scheme of contractual obligations and electronic transfers with merchants who had difficulty getting traditional bank loans. Under this scheme, the defendant loaned money to the plaintiff and was repaid by taking a percentage of the merchant's daily credit card sales. The defendant took a lien against the business, obtained personal guarantees and took other measures to ensure repayment of the loan. The defendant claimed that it did not need to get a finance lending license and was not restricted by the state's usury laws because it was not engaged in the business of lending, but rather was engaged in the business of "factoring" – purchasing the merchant's future credit card receivables for a present day discount. We successfully argued that the defendant's elaborate system of ensuring that the merchant was obligated to repay the amounts given amounted to a loan and needed to comply with the state lending laws. The District Court issued summary judgment in our clients' favor. The defendant appealed and the case was settled shortly thereafter for over \$60 million. The class of plaintiffs consisted of thousands of merchants in the State of California who had taken loans from the defendant.

My role in the case: I served as the originating lawyer and co-lead counsel with the Quinn Emanuel firm. The class representatives had initially contacted me, and I worked up the novel issues and brought my co-counsels at the Quinn Emanuel firm into the case. I had primary responsibility for working with the class representatives and members, wrote and edited briefs (including for class certification and summary judgment), made court appearances and worked on discovery. I also gave interviews and interacted with media for comments.

The impact of the case on me: Although challenging to litigate, the case was very satisfying in that we ended up helping thousands of merchant class members whose businesses were negatively impacted by having to repay loans at 100% to over 1000% APR interest in violation of state laws. It was also satisfying to be able to expose what I believed was the elaborate scheme the defendant had set up to evade state laws.

2. Pamela Mathews Avery et. al v. Orange County Transportation Authority, et. al.,
Case #: 07CC00004

Court: Superior Court of California, Orange County, Complex Case Division

Judge: Hon. Ron Bauer

Co-counsels for Plaintiffs:

Anat Levy & Associates, P.C.

Anat Levy, Esq.

Hadsell Stormer Keeny Richardson & Renick,
LLP

Anne Richardson, Esq.

Schonbrun Desimone Seplow Harris &
Hoffman, LLP

Paul Hoffman, Esq.

Benjamin Schonbrun, Esq.

Michael Morrison, Esq.

Opposing Counsels:

Nossaman, Guthner, Knox & Elliott, LLP

E. George Joseph, Esq.

Scott N. Yamaguchi, Esq.

Radhika Sood, Esq.

Woodruff, Spradlin & Smart

M. Lois Bobak, Esq.

Magdalena Lona-Wiant, Esq.

Law Offices of Donald M. Barker

Donald Barker, Esq.

Importance of the case: This was a case of first impression, the first class action case challenging the constitutionality and legality of California Vehicle Code § 40250 et. seq. under the due process and excessive fines clauses of the state and federal constitutions and Business and Professions Code Section 17200. The case pertained to the agencies' methods in assessing toll penalties, notification and the consumer's inability to contest liability and penalties. Plaintiffs were "FasTrak" customers who were charged tens of thousands, and sometimes hundreds of thousands of dollars in penalties for a hundred or so dollars in actual toll violations. The toll customers had a short 15 day window of time to challenge these penalties before they were conclusively deemed owed, and in many instances, the alleged violators had not even received the notices before the time expired. In addition, the toll agencies took the position that these penalties were not dischargeable in bankruptcy. This had the practical effect of potentially ruining people's lives. The case settled favorably resulting in broad changes to the way the toll roads ran their operations and assessed penalties.

My role in the case: I originated the case and filed the first action against the toll roads challenging their practices when my client, who ran a business that had several trucks using the FasTrak lanes, was assessed \$2,000 in violations and over \$420,000 in penalties on those violations. After filing that case, which was reported in the media, I was flooded with calls to help others in similar situations. Given the constitutional issues involved, I contacted Erwin Chemerinsky (renowned constitutional law expert) who recommended the Schonbrun DeSimon firm and they recommended the Hadsell Stormer firm, and we all worked the case together. I was responsible for leading the case, and communicating with the class representatives and putative class members, and co-drafted and edited briefs, made court appearances, and participated in all aspects of discovery and settlement. I was co-lead counsel on the case.

The impact of the case on me: It was personally gratifying to help commuters and businesses that had no effective recourse against the quasi-governmental toll agencies that were using unconstitutional means to extract huge penalties from commuters and in many cases, were literally ruining their lives. One of several examples is one of my client who came to me in tears because her husband was going to divorce her over the toll road penalties that her business incurred and she said she needed to sell her home and her business to pay the toll agencies the over \$420,000 they had assessed in penalties on her \$2,000 in violations. The violations had racked up when the business credit card she linked to the business vehicle FasTrak account maxed out and she was not notified in a timely manner. She started paying down her outstanding FasTrak tolls amounts each month, not realizing (because the toll agencies did not notify her) that exorbitant penalties were also secretly racking up.

3. Richard B. Clark etc., et. al. v. AdvanceMe, etc., Case #: CV-08-3540 VBF

Court: District Court of California, Central District

Judge: Hon. Valerie Baker Fairbank

Co-counsels:

Susman Godfrey LLP

Marc Seltzer, Esq.

Arun Subramanian, Esq.

Jordan Connors, Esq.

Opposing counsels:

Stroock & Stroock & Lavan

Julia B. Strickland, Esq.

Scott M. Pearson, Esq.

Importance of the case: This case was filed against the second largest merchant cash advance lender in the country. As in the case against Rewards Network, the defendant in this case claimed that its cash advances to merchants were in actuality “factoring” arrangements that did not require the company to obtain a lender’s license or abide by usury laws. The case eventually settled on a favorable basis including a sizeable cash refund component to the plaintiff class of merchants and an agreement to change certain of its practices on a going forward basis.

My role in the case: As with the Rewards Network case, the plaintiffs came to me to handle their cases, and I associated with the Susman Godfrey firm to handle the matter with me. I was co-lead counsel with the Susman firm. I was the primary person to communicate with the plaintiffs and putative class members and also worked with the Susman firm to write/editing briefs, attend hearings, and handle discovery.

The impact of the case on me: As with the Rewards Network case, the knowledge that I was helping a lot of California businesses stay in business, and was helping to put a stop to what I believed was unfair and illegal business practices, was very rewarding.

4. AMG Engineers & Contractors v. City of Los Angeles (Real Party in Interest); Case#:
BS 122712

Court: Superior Court of California, Los Angeles County

Judge: Hon. Soussan G. Bruguera

Counsels:
Anat Levy & Associates, P.C.
Anat Levy, Esq.

Opposing Counsel:
Los Angeles City Attorney’s Office
James Patrick Nollan, Esq.
Makiko Iwanami Meyers, Esq.

Importance of the case: I represented an electrical contractor who had been hired by County of Los Angeles’s Public Works division to replace 13 miles of street lights in downtown Los Angeles with high efficiency lights. The contractor satisfactorily completed his work, but ran into many underground obstacles and problems of which the County had not advised him and which substantially increased the costs of the job. The County refused to pay him arguing in part that he should seek the additional payment from the underground utilities that the county engineer failed to mark on the plans provided to my client contractor. The case ended up settling on favorable terms after extensive discovery and mediation efforts.

My role in the case: I was lead counsel in the case on behalf of the contractor, and handled every aspect of the case.

The impact of the case on me: The case taught me a lot about how various divisions of the City of Los Angeles worked and interact and where the lines of responsibilities lay. It also highlighted not to take for granted how our actions or inactions in any organization, in this case, not paying or delaying paying a private contractor, can profoundly affect people’s lives. In this case, my client contractor was pushed to the brink of personal and professional bankruptcy (he was on the brink of home foreclosure) due to the City’s failure to pay him for all the cost overruns it caused. With the settlement, he was able to put his financial life back on track.

5. Treasure Island Productions, Inc. et. al. v. Robert Greenwald Productions, CBS Broadcasting et. al.
Case #: BC 261-945

Court: Superior Court of California, Los Angeles County

Judge: Hon. Gregory O'Brien

Co-counsels:

Anat Levy & Associates, P.C.
Anat Levy, Esq.
David M. Bass & Associates
David Bass, Esq.

Opposing Counsels:

Lent, Baker & Sussman, LLP
Robert Lent, Esq.
White O'Connor Curry & Avanzado, LLP
Jonathan H. Anschell, Esq.

Importance of the case: This case was about a production company, Robert Greenwald Productions, and a television network, CBS, that took advantage of and usurped, without any compensation or credit, Plaintiffs' years of work to write and produce a made-for-television motion picture based on a sensational murder that took place in Wilmington, Delaware in 1996. The plaintiff was an established television writer and had developed the project, brought it to Robert Greenwald to produce, who in turn, with plaintiff's approval presented it to CBS for financing and distribution. After CBS agreed to produce the movie, CBS and Robert Greenwald tortuously cut the Plaintiff out of the project. My colleague and I filed a breach of contract and fraud claim against Greenwald and CBS and the case ended up settling favorably after extensive motion and discovery work.

My role in the case: I was co-lead counsel with David Bass. Together we handled all aspects of the case, including pleadings, discovery, mediation, etc. The case was hard-fought on both sides and settled just shortly before trial.

The impact of the case on me: I was gratified to help right a wrong that I believe happens all too often in the entertainment industry. Producers, writers and other talent often spend years and considerable resources developing projects only to have another entity unlawfully usurp the opportunity. A lot of entertainment deals are made "on a hand-shake" and work is often undertaken before signed contracts are entered into. It is therefore critical to work to keep the system honest from those who would seek to take unfair advantage of it.

21. Do you now serve or have you previously served as a mediator, an arbitrator, a part-time or full-time judicial officer, or a quasi-judicial officer? To the extent possible, explain each experience.

From 2001 to present I have served as an **Arbitrator** for the Independent Film & Television Alliance. IFTA is a non-profit organization that represents more than 150 independent domestic and international production and distribution companies, sales agents, television companies, and institutions engaged in film finance. Its members span over 23 countries. As such, I preside over disputes involving international film distribution agreements, underpayments of royalties, sales agency disputes, disputes amongst distribution companies, and other matters that arise in this context.

From 1999 to 2009, I served as a **Judge Pro Tem** and an **Arbitrator** and trained **Mediator** for the Los Angeles Municipal/Superior Courts. In that capacity, I presided over hundreds of

criminal infraction arraignments and trials, and also presided over civil small claims trials where the amount in controversy was up to \$10,000 (the equivalent of Nevada's Justice Courts).

From 2001 to 2010, I served as an **Arbitrator** for the Beverly Hills Bar Association's attorney-client fee dispute arbitrations. It was very helpful to see first-hand the problems that arise from inadequate retainer agreements, unmanaged client expectations, inadequate client communications and other issues. It was also gratifying to help resolve these issues in a way that inspired confidence by the Bar and its clients that the system is set up to efficiently and unbiasedly rectify billing issues.

22. Describe any pro bono or public interest work as an attorney.

My primary pro bono work consisted of years long and consistent volunteering with the Superior Court of Los Angeles as a pro-tem judge and arbitrator/mediator and volunteering with the Beverly Hills Bar Association as an arbitrator on attorney client fee disputes.

Since moving to Las Vegas, I have also volunteered with the State Bar of Nevada in forming and now Chairing, the new Entertainment Law Section, as more fully described below.

I have also volunteered as a Moot Court judge for the ABA's national moot law school competition in Las Vegas, and have several times judged the UCLA Law School's moot court competitions in Los Angeles.

23. List all bar associations and professional societies of which you are or have been a member. Give titles and dates of offices held. List chairs or committees in such groups you believe to be of significance. Exclude information regarding your political affiliation.

Nevada – From 2011 to present: I am a member of the State Bar of Nevada. In May 2014, I founded and formed the Entertainment Law Section of the Bar, and am now the Chair of this newly formed section. We received a Proclamation from the City of Las Vegas in recognition of forming the Section. As Section Chair, I drafted all the governance papers and got them approved by the Board of Governors, assembled the Executive Board and got Officers elected, worked to establish Subcommittee Chairs, and am working with the Section to provide CLE opportunities and to expand the entertainment business in Nevada. I am also a member of the Intellectual Property Section, Litigation Section and ADR Section of the NV Bar. I gave a seminar at the Bar's Intellectual Property Conference on November 14, 2014, and am scheduled to speak at more Bar seminars this year. I have also written an article that will be published by the State Bar in its May "Nevada Lawyer" magazine.

California -- 1987 to Present: I am a member of the State Bar of California. I was also a member of the Litigation Section and Intellectual Property Sections of the Bar. I was also a member of the Los Angeles County Bar Association and the Beverly Hills Bar Association. At the Beverly Hills Bar Association, I was an active member of its Board of Arbitrators in which the Bar assigned me to numerous cases to resolve attorney-client fee disputes.

National: I am a member of the American Bar Association, and I have judged its 2014 national Moot Court competition in Las Vegas. I have also been a member of the Phi Alpha Delta Law Fraternity.

24. List all courses, seminars, or institutes you have attended relating to continuing legal education during the past 5 years. Are you in compliance with the continuing legal education requirements applicable to you as a lawyer or judge? Yes.

2011-11-05: Independent Film & Television Alliance, "Arbitrator Training"

2013-01-30: PLI, "Advanced Licensing Agreements"

2013-02-08: State Bar of Nevada, "The Law and Literature"

2013-02-27: State Bar of Nevada, "Addiction, Substance Abuse and The Legal Profession."

2013-03-07: State Bar of Nevada, "To Facebook or Not to Facebook"

2013-05-13: State Bar of Nevada, Fastcase, "Introduction to Boolean Searches"

2013-07-07: State Bar of Nevada, "Staying Ethical in the Digital Age"

2013-08-28: Independent Film & Television Alliance, "Arbitration Webinar"

2013-11-01: State Bar of Nevada, "Intellectual Property Conference, 2013"

2013-11-09: Independent Film & Television Alliance, "Annual IFTA Arbitrator Meeting and Training"

2014-02-27: American Bar Association, "Law Student Division 2013-14 National Appellate Advocacy Las Vegas" – judged its Moot Court competition.

2014-10-10: State Bar of Nevada, "SWITCH SuperNAP Tour and Seminar"

2014-11-18: State Bar of Nevada, Speaker and participant at, Annual Intellectual Property Conference

2014-12-14: State Bar of California, "Substance Abuse Prevention: Dealing with the Stress of Lawyering"

2014-12-15: State Bar of California, "Top 10 I.P. Ethics Violations Resulting in Discipline by the USPTO: An Update.

2014-12-22: State Bar of California, "Anti-Bias Procedures in Jury Selection"

2014-12-22: State Bar of California, "Liar Liar, Your Client's Pants Are on Fire!"

2015-02-19: State Bar of Nevada, Speaker for upcoming CLE event by Entertainment Law Section

Please note that as a 2011 Nevada Bar admittee, my NV CLE requirements were waived from February 2011 until January 2013. Also, I took numerous California courses in 2009 and 2010 but do not presently have access to my records for those certificates.

25. Do you have Professional Liability Insurance or do you work for a governmental agency?

During the majority of my career I worked at large firms or in house at large companies. As such, I had malpractice insurance through the firm or the company was self-insured. When I started my own firm, I obtained malpractice insurance for a number of years, until the costs became prohibitive. The costs were higher than typical because of I handled entertainment and class action work, which required additional riders. Nonetheless, when I take on high profile work, such as the recent large music clearance project I lead for Miramax Studios, I obtain malpractice insurance. I have never had a claim made or threatened against me or my firm, and I at all times disclose in my retainer agreement and verbally to my clients whether I carry malpractice insurance.

Business and Occupational Experience

26. Have you ever been engaged in any occupation, business, or profession other than a judicial officer or the practice of law? Yes. If yes, please list, including the dates of your involvement with the occupation, business, or profession.

In 2001, I founded LeTo Entertainment, LLC (f/k/a, "Levy/Meyer Productions LLC") which acquired and developed television and theatrical projects, made feature documentaries, and television commercials. My husband, a seasoned commercial producer, became my partner in the company in approximately 2002 and now runs it as his own production and consulting company. My present involvement with the company is minimal, dealing primarily with a single documentary which the company acquired in 2008 and which is presently in distribution.

27. Do you currently serve or have you in the past served as a manager, officer, or director of any business enterprise, including a law practice? If so, please provide details as to:

- a. the nature of the business,**
- b. the nature of your duties,**
- c. the extent of your involvement in the administration or management of the business,**
- d. the terms of your service,**
- e. the percentage of your ownership.**

Please see response to Question #26 above. My husband and I are each 50% owners of LeTo Entertainment, LLC, a film production and consulting company which my husband runs with minimal involvement from me. He and I are both Members of this LLC.

In addition, I own 100% of my law corporation, Anat Levy & Associates, P.C., which I have run since 2000. I am the sole Officer and Director of that corporation. I am solely responsible for its administration and operation.

28. List experience as an executor, trustee, or in any other fiduciary capacity. Give name, address, position title, nature of your duties, terms of service and, if any, the percentage of your ownership.

I am currently serving as Executor of, and attorney for, my father's estate which is pending in probate court at the Superior Court of San Mateo County, CA. My father passed away on February 6, 2014, and on April 29, 2014, the Superior Court in San Mateo, California appointed me as the Executor of his estate. There are six beneficiaries, including myself. My share of the estate is 41.5%. I have been the only one filing the requisite documents with the court and have been the only one handling the finances, sale of real estate, asset distribution, etc. on behalf of the estate. I expect that I will be able to close the probate case next year after filing the 2014 taxes on behalf of the estate. The term of my service is 4/29/2014 (the date I was appointed as Executor) to present. My address is as listed on this application.

Civic, Professional and Community Involvement

29. Have you ever held an elective or appointive public office in this or any other state? No. Have you been a candidate for such an office? No. If so, give details, including the offices involved, whether initially appointed or elected, and the length of service. Exclude political affiliation. N/A

30. State significant activities in which you have taken part, giving dates and offices or leadership positions.

5/2014 through Present: Founder and Chair, Entertainment Law Section, State Bar of Nevada. I organized entertainment lawyers in Nevada, drafted and filed the requisite governance documents for the State Bar, and my efforts to form the Entertainment Law Section was approved by the Bar's Board of Governors at the end of May 2014. I assembled the Executive Board, organized meetings to get the initial Officers elected, organized kick off events for members to meet, and have coordinated the Section with other State agencies, such as the Nevada Film Office, the Nevada Department of Tourism, and the Nevada Department of Arts and Cultural Affairs. I am also reaching out to private businesses in Nevada, California and New York which are involved in the entertainment field. We have over 30 members and are organizing continuing education programs and other events.

10/22/14 through 12/10/2014 – Clark County Neighborhood College. On Commissioner Giunchigliani's recommendation, I was accepted into Clark County's Neighborhood College program, which was taught this year by Assemblyman Tyrone Thompson. This program trains individuals to become community leaders in Clark County and introduces its small group of students to the various Clark County Commissioners, their staff, government agencies, workers and Directors. I was one of a limited number of applicants who was accepted into the program and I graduated from the program on December 15, 2014. The program I was in was the first year that the program has been in place in ten years.

6/2014 to present: Community Leader. I organized and now lead my neighborhood in efforts to improve it and get additional services to our area. Specifically, in June and August 2014, I organized two community meetings at my home, the last of which was attended by our County Commissioner, our Senate Assemblyman James Ohrenshall, and over 60 of my neighbors to prioritize what we need for the area, build consensus and work together to achieve our common goals.

Among the events I organized was a Neighborhood Clean Up Day on 10/18/14, which was a big success. For that event, I worked with the County which donated supplies and manpower from the Department of Corrections' community service division. I also worked with the local LDS

church leaders with pre-day meetings at my home to organize “captains” who would be in charge of various sections of the neighborhood, Republic Services which donated 10 large roll-off dumpsters, and our neighbors, directing them to various positions in the effort. During the Clean Up Day, we filled all the trash cans to capacity (and then some), removing 23 tons of trash from the neighborhood.

I also devised and collected a petition from neighbors requesting that Southwest Gas provide natural gas service for the neighborhood, and have been working with Southwest Gas to accomplish that goal. Southwest Gas has indicated it has never received a coordinated neighborhood effort such as ours. I am also working with the Clark County Department of Public Works to get the roads in the neighborhood repaved. Many of these roads have not been repaved in over 30 years.

I am also the primary contact for my neighborhood with regard to working with the County’s Code Enforcement department to ensure that the County’s residential codes are followed.

All of my efforts have so far resulted in marked positive changes in my neighborhood and has demonstrably unified our community.

31. Describe any courses taught at law schools or continuing education programs. Describe any lectures delivered at bar association conferences.

I have delivered the following lectures at continuing education programs and conferences at California State Bar and local bar associations:

- “Basics of Copyright” panelist - spoke on segment entitled “Protecting Electronic Media and Online Content.”
- Moderator on panel entitled “What’s the Latest in Digital Rights Management?”
- Lecturer on “Intellectual Property Issues in the Digital Age”
- Speaker at Symposium entitled “Issues of Archiving and Media Production, New Paradigm for the Digital Age;”
- Speaker at conference entitled “Accelerating Change in the Information Economy” hosted by UCLA’s Anderson Graduate School of Management.
- Speaker, State Bar of Nevada, “Non-Traditional I.P. Issues”
- Upcoming speaker, State Bar of Nevada “Music issues for Film, Television and New Media”

32. List educational, military service, service to your country, charitable, fraternal and church activities you deem significant. Indicate leadership positions.

Certificates of Completion for mediation training through the Beverly Hills Bar association

Certificate of Completion for mediation training (30 hours) through the Los Angeles County Bar Association, Dispute Resolution Services.

Certificate of Completion for arbitration training for attorney-client fee disputes, through the State Bar of California.

Twice a year arbitration training through the Independent Film & Television Alliance.

Annual two-day Pro Tem Judge training through the California Superior Court, Los Angeles.

Training in the areas of tenant-landlord and divorce/community property laws to provide services for indigent clients in the Los Angeles area.

I also routinely donate legal time and services to artists and filmmakers who cannot afford an attorney. I also regularly make charitable contributions to various organizations in Las Vegas and Los Angeles, and have been involved as a volunteer with my synagogue on numerous occasions.

33. List honors, prizes, awards, or other forms of recognition.

2001-2010: Annual Certificates of Appreciation from the Beverly Hills Bar Association for my voluntary work as an Arbitrator and Mediator for attorney-client fee disputes.

2003-2004: Listed in Strathmore's Who's Who of Leadership and Achievement in Their Occupation

1998-2009: Annual Certificates of Appreciation from the Superior Court of the State of California, Los Angeles, for my voluntary work as a Pro-Tem Judge in criminal infraction trials and arraignments and civil limited jurisdiction cases throughout Los Angeles county.

1986: Best Third Year Advocate, UCLA Law School's Moot Court Program.

1983: Dean's List for graduating with a 3.62 GPA from UC Berkeley undergraduate. (UC Berkeley does not award Latin honors such as cum laude).

34. Have you at anytime in the last 12 months belonged to or do you currently belong to any club or organization that in practice or policy restricts (or restricted during the time of your membership) its membership on the basis of race, religion, creed, national origin or sex? No.

If so, detail the name and nature of the club(s) or organization(s), relevant policies and practices, and whether you intend to continue as a member if you are selected for this vacancy. N/A

35. List books, articles, speeches and public statements published, or examples of opinions rendered, with citations and dates.

a) I have written an article that will appear in the May 2015 edition of the State Bar of Nevada's Nevada Lawyer Magazine.

b) I have been quoted in connection with my cases in numerous national and local newspapers and trade magazines, including:

- The Wall Street Journal
- Inc. Magazine
- Orange County Register
- Los Angeles Times
- Business Week
- Variety
- National Restaurant News

c) I was a featured speaker on the highly rated Los Angeles and Orange Counties radio news show “The John & Ken Show”, KFI am 640.

d) I was featured on a segment of the “Access Hollywood” television show as an industry expert.

e) I have been quoted in connection with my cases in numerous online news websites, including:

- TheGreensheet.com
- Castshadow.com
- SmallBusiness.com
- TheTransitCoalition.com
- TheNewsPaper.com
- LandLineMedia.com (trucking trade)

36. During the past 10 years, have you been registered to vote? Yes. Have you voted in the general elections held in those years? Yes.

37. List avocational interests and hobbies.

I enjoy arts and crafts and organized an arts and crafts neighborhood group which meets at my home prior to major holidays. I also enjoy going to concerts and shows, gardening, and hanging out with my family and 4 dogs.

Conduct

38. Have you ever been convicted of or formally found to be in violation of federal, state or local law, ordinance or regulation? Provide details of circumstances, charges and dispositions. No.

39. Have you ever been sanctioned, disciplined, reprimanded, found to have breached an ethics rule or to have acted unprofessionally by any judicial or bar association discipline commission, other professional organization or administrative body or military tribunal? No. If yes, explain. If the disciplinary action is confidential, please respond to question 71. N/A

40. Have your ever been dropped, suspended, disqualified, expelled, dismissed from, or placed on probation at any college, university, professional school or law school for any reason including scholastic, criminal, or moral? No. If yes, explain. N/A

41. Have you ever been refused admission to or been released from any of the armed services

for reasons other than honorable discharge? No. If yes, explain. N/A

42. Has a lien ever been asserted against you or any property of yours that was not discharged within 30 days? No. If yes, explain. N/A

43. Has any Bankruptcy Court in a case where you are or were the debtor, entered an order providing a creditor automatic relief from the bankruptcy stay (providing in rem relief) in any present or future bankruptcy case, related to property in which you have an interest? No.

Other

44. If you have previously submitted a questionnaire or Application to this or any other judicial nominating commission, please provide the name of the commission, the approximate date(s) of submission, and the result.

In November 2014, I submitted an Application to the Judicial Selection Committee for a judge position with the Nevada Court of Appeals. I had an interview, but was not selected.

45. In no more than three pages (double spaced) attached to this Application, provide a statement describing what you believe sets you apart from your peers, and explains what particular education, experience, personality or character traits you possess or have acquired that you feel qualify you as a good district court judge. In so doing, address both the civil (including family law matters) and criminal processes (including criminal sentencing.)

Please see Personal Statement attached as Exhibit 1.

46. Detail any further information relative to your judicial candidacy that you desire to call to the attention of the members of the Commission on Judicial Selection.

Please see Personal Statement attached as Exhibit 1.

47. Attach a sample of no more than 10 pages of your original writing in the form of a decision, "points and authorities," or appellate brief generated within the past 5 years, which demonstrates your ability to write in a logical, cohesive, concise, organized, and persuasive fashion.

Please see Exhibit 2, an Arbitration Award that I am submitting a writing sample. I have redacted names from the Award for confidentiality. Please note that the majority of my most recent work has been in connection with confidential arbitrations, transactional work or business advice/memos which cannot be submitted as writing samples. I also did not submit the extensive briefs and filings I generated in my large litigation cases as those typically reflect the collective comments of myself and my co-counsels, as is typical in multi-million dollar cases.

PERSONAL STATEMENT

Question 45

The depth and diversity of my professional and personal experiences make me a unique and desirable candidate for this position. I am a 1986 UCLA Law School graduate with 28 years of litigation, transactional, civil and criminal law, pro tem judging and arbitrator and mediator experience. I am admitted to practice in Nevada and California. I have worked in large law firms, multi-billion dollar conglomerates, and have run two successful businesses, including my own firm. I am also a divorced and remarried mother of four, and an immigrant whose family struggled to make it in America. These experiences have positively shaped who I am, how I think and how I interact with people.

First, my professional qualifications: For 11 years, I was a pro tem judge, arbitrator and mediator for the Los Angeles Superior Court (and the Municipal Court with which it merged). This is a close equivalent of judging for Nevada's Justice Courts. I presided over hundreds of limited jurisdiction non-jury civil trials having up to \$10,000 in controversy, and I presided over hundreds of criminal infraction arraignments and traffic trials. There were days in which I presided over two hundred arraignments in a single morning in downtown Los Angeles, including numerous cases for which court interpreters were required for a variety of languages. I read defendants their rights, questioned witnesses and experts on both sides during trials, reviewed and evaluated evidence, rendered decisions and imposed sentences. I developed a strong sense of judicial temperament and the ability to work efficiently, while ensuring that each defendant had the opportunity to be heard and be satisfied that they received their day in court.

My litigation experience in private practice is extensive. I was lead counsel in four multi-million dollar complex class actions, including one that involved violations of federal and state civil rights. I handled breach of contract claims, sued public companies and government agencies, supervised hundreds of litigation cases worldwide to protect copyrights for major studios, advised business executives on legal issues, provided company lobbyists with comments

on proposed legislation, including the Digital Millennium Copyright Act, negotiated and drafted multi-million dollar business deals, handled tenant landlord disputes, family law matters, tort cases, adversary proceedings in Bankruptcy court, and even my father's recent probate case. Also, for the past 14 years, I served as an arbitrator/mediator for the Independent Film and Television Alliance, the largest association of independent filmmakers and distributors in the world. And, for nine years I was an arbitrator/mediator for the Beverly Hills Bar Association for attorney-client fee disputes in which I served as Chair on three-member Arbitration panels, and as sole Arbitrator. In my private practice, I also worked closely with criminal counsels for a few clients who were involved in more serious criminal proceedings although I was not counsel of record in those cases. All of the above professional experiences have made me unafraid to take on new challenges and to do the right thing, even when decisions are unpopular.

Yet, perhaps the strongest influence of who I am comes from my personal background. I was born in Tel-Aviv, Israel. My father was from Egypt and my mother is from Lebanon. My parents, together with my older sister and I, emigrated from Israel to the United States in 1966 in search of a better life. I was four years old, and neither I nor any of us in the family spoke English. We came from humble beginnings, living in a rat and roach infested apartment in the tenderloin district of San Francisco. Despite language and economic barriers, however, my parents worked multiple jobs to provide for us. My father, sitting with a dictionary in hand to help him understand the professor, went through eight years of night school to earn his Bachelor's and Master's degrees in accounting. My mother became a vocational nurse. We eventually joined the ranks of America's great middle class. I learned first-hand the value of hard work, diligence, believing in your dreams, and to respect and value people of all cultures and backgrounds. These lessons have stayed with me my entire life. I have now far exceeded my parents' success. I learned early on to appreciate and communicate effectively with people of different cultures, languages and backgrounds, whether I am explaining a criminal proceeding to an uneducated immigrant in downtown Los Angeles, or discussing a complex legal issue with an

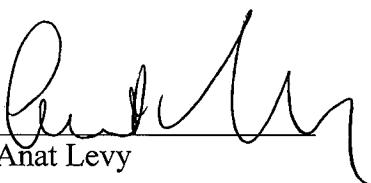
American CEO at the Polo Lounge of the Beverly Hills Hotel. I have also learned to be grateful and to give back to my community as my community has given so much to my family and to me. Hence, my long-standing interest and involvement in public service as a judge.

I have also been married, divorced, happily remarried, and raised four children. I understand very well the challenges of single motherhood, single fatherhood, and the difficulties that arise in blended families. All of these personal experiences have prepared me for the issues that will undoubtedly arise in my work as a District Court judge.

My life in Nevada continues to reflect principles of involvement, diligence, and service. Since moving here in 2010, I founded and Chair the new Entertainment Law Section of the Nevada State Bar. I networked with attorneys to build consensus to form the Section, drafted the Section governance documents, worked with the Bar to get the Section approved, assembled the Executive Board, presided over the election of the first Officers, and plan the Section's educational and networking events. I obtained a Proclamation from Mayor Carolyn Goodman, and coordinate with the Nevada Film Office, the Nevada Department of Tourism and the Nevada Department of Cultural Affairs to increase the Section's visibility and to attract more entertainment work to Nevada. I also speak at Bar events and wrote an article which will be published in the May 2015 edition of the Bar's magazine. I bought and renovated three homes in Clark County, spearhead efforts to get additional services to my eastside neighborhood, and recently graduated from Clark County's leadership program.

All of the above experiences have prepared me for this position. I would be honored to serve as a District Court judge in Nevada and would carry out this sacred responsibly with diligence and with the highest respect for people and the law.

Dated: January 28, 2015


Anat Levy

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IFTA ARBITRATOR

**INDEPENDENT FILM AND TELEVISION ALLIANCE
ARBITRATION -- LOS ANGELES**

) CASE NO. [REDACTED]
[REDACTED],)
) ARBITRATION AWARD
Claimant,)
vs.) (In favor of Claimant, pursuant to
) Respondent's Default and Claimant's
[REDACTED],) Prove-Up hearing)
)
Respondent)
)
)
)

The Arbitration in the above-captioned action was held pursuant to duly noticed hearing, on October 7, 2014. The hearing was held via written submission, pursuant to Claimant's request of September 13, 2014 and IFTA Rules for International Arbitration, Rule 9.1.

As of the Arbitration date, Respondent [REDACTED] ("Respondent") was in default. The Arbitrator had found Respondent in default pursuant to IFTA Rule 11.1 on September 18, 2014. Respondent had failed to respond to Claimant's Notice of Arbitration, failed to respond to any notices given by the Independent Film and Television Alliance ("IFTA") and any notices given by the Arbitrator in this action. Respondent also failed to pay the minimum arbitration fees

ARBITRATION AWARD

1 required by IFTA and the Arbitrator, despite demands that such payment be made.
2 Respondent gave no reason nor made any communication with the arbitrator regarding
3 these failures. The Arbitration hearing therefore proceeded as a prove-up hearing for
4 Claimant [REDACTED] ("Claimant").

5 In support of its case, on October 7, 2014, Claimant submitted a trial brief along
6 with the sworn declarations [REDACTED], [REDACTED], and [REDACTED].

7 [REDACTED] is the Executive Vice President, International Business and Legal
8 Affairs for [REDACTED] ("[REDACTED]"), which served as the
9 sales agent for Claimant with regard to the motion pictures at issue. [REDACTED]
10 was the authorized signatory for Claimants with the regard to the agreements at issue.

11 [REDACTED] is the attorney for Claimant, and is the managing partner of the firm [REDACTED]
12 [REDACTED] LLP. The declarations were signed under oath, based on the
13 declarants' respective personal knowledge, and in totality authenticated the following
14 Claimant exhibits:

- 15 • Exhibit 1: International License Agreement concerning "[REDACTED]"
16 [REDACTED];"
- 17 • Exhibit 2: International License Agreement concerning "[REDACTED];"
- 18 • Exhibit 3: Notice of Assignment concerning "[REDACTED];"
- 19 • Exhibit 4: International License Agreement concerning "[REDACTED];"
- 20 • Exhibit 5: Notice of Default; and
- 21 • Exhibit 6: Notice of Termination.

22 According to the Proof of Service filed by Claimant, the above declarations and
23 documents were served on Respondent by facsimile, e-mail, and United States Mail.

24 Based upon the evidence presented, and good cause appearing therefore, the
25 Arbitrator makes the following findings and awards:

26 **I. FINDINGS**

27 1. On May 26, 2011, Claimant and Respondent entered into an International
28 License Agreement concerning the license by Claimant to Respondent of certain rights to

1 exploit the motion picture entitled "[REDACTED]" for the territory of South Korea
2 (the "[REDACTED]"). (Claimant's Ex. 1; [REDACTED] Dec., ¶4; Y [REDACTED] Dec.,
3 ¶5.)

4 2. On February 23, 2011, Claimant and Respondent entered into an
5 International License Agreement concerning the license by Claimant to Respondent of
6 certain rights to exploit the motion picture entitled "[REDACTED]" for the territory of
7 South Korea (the "[REDACTED] Agreement"). (Claimant's Ex. 2; [REDACTED] Dec., ¶ 5; [REDACTED]
8 Dec., ¶7.)

9 3. On December 7, 2011, a Notice of Assignment and Distributor's
10 Acceptance was entered into between Claimant and Respondent for the benefit of the
11 Bank related to the [REDACTED] Agreement (the "[REDACTED] NOA"). (Claimant's Ex. 3;
12 [REDACTED] Dec., ¶6; [REDACTED] Dec., ¶8.) Under the [REDACTED] NOA, Claimant had assigned
13 to the Bank a portion of all amounts payable by Respondent under the [REDACTED]
14 Agreement, but retained Claimant's right to arbitrate or to pursue claims related to the
15 Agreement and the rights granted therein. (Claimant's Ex. 3, p.7, ¶3(b).)

16 4. Claimant was formerly known as [REDACTED]. ("[REDACTED]").

17 5. On January 29, 2010, [REDACTED] and Respondent entered into an International
18 License Agreement concerning the license by [REDACTED] to Respondent of certain rights to
19 exploit the motion picture entitled "[REDACTED]" for the territory of South Korea (the "[REDACTED]
20 [REDACTED] Agreement"). (Claimant's Ex. 4; [REDACTED] Dec., ¶7; [REDACTED] Dec., ¶11.)

21 6. The [REDACTED] Agreement, [REDACTED] Agreement and [REDACTED]
22 Agreement are collectively referred to as the "Agreements." The Agreements were duly
23 signed by the parties and constitute valid and binding contracts between the parties.

24 7. The Agreements were substantially similar in form. Paragraph 19 of each
25 of the Agreements contained the following IFTA arbitration clause:

26 At Licensor's option, any dispute may be resolved by final and binding arbitration
27 pursuant to the rules of arbitration published from time to time by the Independent
28 Film & Television Alliance ("IFTA"). Upon Licensor's election of such option,

1 Distributor waives the right to adjudicate such dispute in any other court or forum.
2 Accordingly, the submission of this case to IFTA Arbitration, and IFTA's jurisdiction
3 over this matter is proper under the terms of the Agreements, and is undisputed.

4 8. The Agreements also provided for the application of California law to a
5 dispute between the parties: "This Agreement is subject to and shall be interpreted in
6 accordance with the laws of the State of California." (Id.) While the agreement does not
7 state that such governance shall be without regard to California's conflict of law
8 provisions, it appears from the Agreements that this was the intent of the parties as the
9 contract calls for the arbitration to take place "in English, in Los Angeles, and the
10 arbitrator(s) shall be Los Angeles-based IFTA-approved arbitrators." (Id.) There is
11 nothing in the record to indicate otherwise.

12 9. In consideration of the rights licensed to Respondent by Claimant and
13 pursuant to Paragraph 10(b) of the [REDACTED] Agreement and [REDACTED] Agreement,
14 Respondent agreed to provide certain financial reports to Claimant (the "Financial
15 Statements"). Paragraph 10(b) of the Agreements provides in pertinent part:

16 Reporting: For the first year from the first exploitation of any of the
17 licensed Rights to the Picture, Distributor shall provide Licensors with
18 reasonably detailed monthly reporting statements ("Statements")
19 accompanied by any amounts due Licensors ("Licensor Amounts") within
20 thirty (30) days following the end of each reporting period, thereafter and
21 for the balance of the Term or until such time as Gross Receipts are derived
22 by Distributor, Distributor shall provide Licensors with Statements and
23 Licensor Amounts quarterly within thirty (30) days following the end of
24 each reporting quarter.

25 10. Paragraph 15(a) of the Agreements state in pertinent part: "Distributor will
26 be in 'Default' if ... (iii) Distributor breaches any material term, covenant or condition of
27 this Agreement or any agreement with Licensors or any parent, subsidiary, predecessor or
28 affiliate of Licensors."

1 11. Respondent failed to provide any Financial Statements to Claimant
2 pursuant to the [REDACTED] Agreement. ([REDACTED] Dec., ¶ 13.) Respondent's failure to
3 remit any Financial Statements to Claimant is a material breach of the [REDACTED]
4 Agreement.

5 12. Respondent failed to provide required Financial Statements to Claimant
6 relating to the [REDACTED] Agreement. '[REDACTED]' was released on February 21, 2013
7 and Respondent failed to provide a monthly reporting statements for the periods ending
8 March 31, 2013 (due April 30, 2013) and April 30, 2013 (due May 30, 2013).
9 Respondent provided one reporting statement dated June 30, 2013 but has failed to
10 provide any of the subsequent required monthly statements for June 30, 2013 (due July
11 30, 2013), July 31, 2013 (due August 30, 2013), August 31, 2013 (due September 30,
12 2013), September 30, 2013 (due October 30, 2013), October 31, 2013 (due November 30,
13 2013), November 30, 2013 (due December 30, 2013), December 31, 2013 (due January
14 30, 2014), January 31, 2014 (due February 29, 2014). Moreover, Respondent failed to
15 provide any of the quarterly reporting statements required after the first year of
16 exploitation. ([REDACTED] Dec., ¶ 14.) Respondent's failure to remit Financial Statements to
17 Claimant as outlined above is a material breach of the [REDACTED] Agreement.

18 13. On June 11, 2014, Claimant sent to Respondent a Notice of Default related
19 to the breach by Respondent of the [REDACTED] Agreement and the [REDACTED]
20 Agreement. (Claimant's Ex. 5; Pfeiffer Dec., ¶ 4.)

21 14. On July 10, 2014, Claimant sent to Respondent a Notice of Termination
22 related to the [REDACTED] Agreement and the [REDACTED] Agreement. (Claimant's Ex. 6;
23 Pfeiffer Dec., ¶ 6.)

24 15. On the same date, July 10, 2014, Claimant sent to Respondent a Notice of
25 Termination related to the [REDACTED] Agreement. (Claimant's Ex. 6; Pfeiffer, Dec. ¶ 7.)
26 Claimant terminated the [REDACTED] Agreement based on Paragraph 15 of the [REDACTED]
27 and [REDACTED] Agreements which gave Claimant the right to terminate any other
28

1 agreement between the parties in the event that Respondent was in breach of either of the
2 agreements.

3 16. Claimant had performed all conditions, covenants and promises under the
4 Agreements required of it except for those that have been excused due to the failure of
5 performance by Respondent. Indeed, there is no claim or evidence that Claimant
6 breached any of its obligations.

7 17. Claimant filed a Notice of Arbitration with IFTA on July 21, 2014. In
8 addition, Claimant paid \$200.00 to IFTA for the filing fee. The Notice of Arbitration was
9 served on Respondent on July 16, 2014 by facsimile and United States mail.

10 18. On July 21, 2014, IFTA notified Respondent, via letter, that an arbitration
11 had been filed by Claimant. IFTA also forwarded to Respondent a copy of the applicable
12 arbitration rules. The letter notified Respondent that pursuant to Rule 8.5 of the Rules,
13 Respondent must file a statement with IFTA and any counterclaim not later than 21 days
14 after receipt of notice of arbitration. Pursuant to Rule 7 of the Rules, IFTA designated
15 Los Angeles as the forum for the dispute.

16 19. On August 15, 2014, IFTA notified the parties that Anat Levy had been
17 designated as the arbitrator for this matter. In addition, the parties were requested to make
18 an initial payment to cover arbitration fees. Claimant paid its share of the arbitration fees
19 (\$1,500.00) but Respondent failed to pay any fees.

20 20. All notices required to be given by the IFTA Rules for International
21 Arbitration were duly given.

22 21. Because Respondent materially breached the [REDACTED] Agreement and
23 because Respondent failed to cure the breach, Claimant was entitled to terminate all of
24 Respondent's rights in "[REDACTED]" under the [REDACTED] Agreement and
25 properly did so.

26 22. Because Respondent materially breached the [REDACTED] Agreement and
27 because Respondent failed to cure the breach, Claimant was entitled to terminate all of
28 Respondent's rights in "[REDACTED]" under the [REDACTED] Agreement and properly

1 did so.

2 23. Respondent's material breach of the [REDACTED] Agreement and the [REDACTED]
3 [REDACTED] Agreement permitted Claimant to terminate the [REDACTED] Agreement. Paragraph
4 15(b) of both agreements provides in pertinent part:

5 ...in the event that Distributor is in "Default" (as defined in Paragraph 15.a.,
6 above) under this Agreement, which Default remains uncured for a period of five
7 (5) business days from Licensor's written notice thereof, Licensor shall have the
8 right (without limiting any of Licensor's other remedies), but not the obligation, to
9 terminate this Agreement and any other Agreement entered into between
10 Distributor and Licensor ... (Claimant's Exs. 1 and 2, p. 11, ¶ 15(a).)

11 24. In light of Respondent's material breach of the [REDACTED] Agreement
12 and [REDACTED] Agreement, Claimant was entitled to terminate all of Respondent's rights
13 in "[REDACTED]" under the [REDACTED] Agreement and properly did so.

14 25. Paragraph 19 of the Agreements provides that the prevailing party in an
15 arbitration arising from the Agreements shall be entitled to its attorney's fees and costs:
16 "The prevailing party in any action related to this Agreement shall be entitled to
17 reimbursement of all costs and expenses (including, without limitation, legal expenses)
18 incurred in connection therewith." Claimant therefore seeks payment of attorney's fees
19 in the sum of \$12,480 ([REDACTED] Dec., ¶¶ 11-12), Arbitrator fees in the sum of \$1,500 (Id.,
20 at ¶ 10), and IFTA filing fees in the sum of \$200 (Id., at ¶ 9.) Mr. [REDACTED], Claimant's
21 counsel, declared that he spent 32 hours on the arbitration at the rate of \$390/hr. The
22 Arbitrator finds that these fees are reasonable and customary.

23 24 IV. AWARD

25 26. The Arbitrator makes the following awards, findings, and declarations of
26 the rights and obligations of the parties:

27 27. The [REDACTED] Agreement between the parties dated May 26, 2011 is
28 terminated.

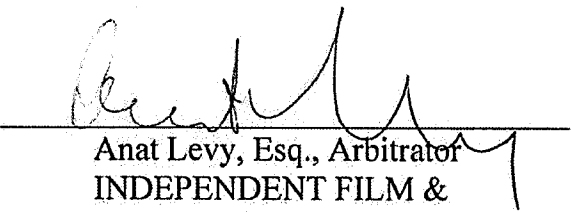
1 28. The [REDACTED] Agreement between the parties dated February 23, 2011 is
2 terminated.

3 29. The [REDACTED] Agreement between the parties dated January 29, 2010 is
4 terminated.

5 30. All rights in the motion pictures "[REDACTED]" "[REDACTED]"
6 and "[REDACTED]" for the territory of South Korea, together with all its overseas
7 possessions, territories and installations belonging to Claimant are free and clear of any
8 claim from Respondent.

9 31. Claimant is the prevailing party in this arbitration proceeding and is, under
10 the terms of the Agreements and of IFTA Rule 14.1, entitled attorney's fees in the
11 amount of \$12,480.00, arbitrator fees in the sum of \$1,500 and IFTA filing fees in the
12 amount of \$200. Accordingly, Claimant shall have and recover from Respondent the
13 amount of \$14,180.00 for fees and costs. Any of this amount not so paid shall bear
14 interest at the highest applicable legal contact rate on the unpaid balance form the date of
15 this Award until paid.

16
17 Dated: November 5, 2014

18 
19 Anat Levy, Esq., Arbitrator
20 INDEPENDENT FILM &
21 TELEVISION ALLIANCE
22
23
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26
27
28